

## **CONTRACT OF SALE**

THIS AGREEMENT, made and entered into this 3rd day of June, 2008, by and between County of Shelby, a Political Subdivision of the State of Tennessee, hereinafter referred to as “SELLER”, and MERCANTILE MANAGEMENT COMPANY, LLC, hereinafter referred to as “PURCHASER”; title to be vested in the name of MERCANTILE MANAGEMENT COMPANY, LLC or its designee.

### **W I T N E S S E T H:**

SELLER, in consideration of **FIVE HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$ 575,000.00)**, to be paid as hereinafter provided, hereby agrees to sell and convey, and PURCHASER agree to purchase all that certain parcel of land situated in Memphis, Tennessee, and more particularly described as follows:

**Part of Tract #1, East Memphis Industrial District Subdivision as shown on Plat of record in Plat Book 34, Page 2, in the Register’s Office of Shelby County, Tennessee, which part being more particularly described as follows:**

**BEGINNING at a point of in southwest corner of Tract #1 of said Industrial District; thence northwardly along the west line corner of Tract #1 of said Industrial District a distance of eight hundred sixty three and six tenths (836.6) feet to a point; thence eastwardly at right angles to last named line a distance of six hundred twelve (612) feet to a point in the west line of Herbert Road in said Industrial District; thence southwardly along the west line of Herbert Road a distance of two hundred and fifty three (253) feet to a point; thence in a general southerly direction along the west line of Herbert Road the following directions and distances; thence along a curve to the right a distance of two hundred fifty one and fifty nine hundredths (251.59) feet to a point; thence southwestwardly along a straight line a distance of seventy two and six tenths (72.6) feet to a point; thence in a generally southern direction along a curve to the left a distance of three hundred seven and nineteen hundredths (307.19) feet to a point; thence in a southerly direction a distance of thirteen and thirty six hundredths (13.36) feet to a point at the intersection of the west line of Herbert Road and the south line of Tract #1 of said Industrial District; thence in a westerly direction along the south line of said Industrial District a distance of three hundred thirty four and nineteen hundredths (334.19) feet to a point of BEGINNING.**

**Containing 9.55 acres, more or less.**

**Being the same property conveyed to Shelby County, Tennessee, by Deed of Record as described in the Register’s Office of Shelby County, Tennessee, in the Register’s Official Record Book under Instrument Number F3 4427 and by Amended Consent Order under Cause No. CH-03-0098-2 in the Shelby County Chancery Court Clerk’s Office of Shelby County, Tennessee, as described in the Register’s Office of Shelby County, Tennessee, in the Register’s Official Record Book under Instrument Number 05030669.**

**Tax Parcel No. 091028 00005**

### **EASEMENT RESERVATION**

**The above described tract of land is to be sold subject to any and all easements of record as well as easements for any and all existing utility, sanitary sewer and drainage facilities located thereon.**

**PURCHASER, in consideration of the mutual agreements of SELLER hereinafter set forth, agrees to pay FIVE HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$ 575,000.00), Net, of which FIFTY-SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$ 57,500.00) as earnest money to be paid to SELLER, the receipt of which is hereby acknowledged, with the balance to be paid upon due execution of a Quit Claim Deed to be delivered to PURCHASER by SELLER.**

**SELLER, in consideration of the of the aforesaid promises of PURCHASER, hereby agrees to deliver to PURCHASER within one hundred and eighty (180) calendar days of the date of this Contract a Quit Claim Deed conveying all of SELLER’S right, title and interest in and to the hereinabove described parcel of land, free and clear of any and all encumbrances, except for any and all easements of record as well as easements for all existing utility, sanitary sewer and drainage facilities located thereon.**

**SELLER**, in consideration of the of the aforesaid promises of **PURCHASER**, hereby grants unto **PURCHASER** and unto its contractors, employees and agents, an immediate right to enter upon the hereinabove described parcel of land for the purpose of performing an environmental and soil compaction survey. **PURCHASER** agrees to indemnify and hold **SELLER** harmless from any claims arising out of the acts of **PURCHASER** or its contractors, employees and agents in carrying out this environmental and soil compaction survey. This right of access shall automatically terminate on October 3, 2008 or upon the completion date of the environmental and soil compaction survey, whichever date occurs first. Should the environmental and soil compaction survey conclude unacceptable results in the sole opinion of **PURCHASER**, then and in that event, **PURCHASER** may rescind this Contract, on or before November 3, 2008, by giving **SELLER** notice by registered mail and in such case the above referenced earnest money shall be returned to **PURCHASER**.

**PURCHASER** agrees to pay all closing costs, including but not limited to the cost of any title searches, property surveys, sale advertisements and cost of recording the Quit Claim Deed.

Although **SELLER**, to the best of its knowledge, without benefit of a specific environmental assessment, knows of **No Hazardous Substances** located on or that have been previously stored, processed or disposed of on or discharged from (including ground water contamination) the subject property, **SELLER** makes no claim or warranty relative to the environmental condition of said property.

This Agreement is contingent upon approval of this real property sale within sixty (60) calendar days of the date of this Contract by the Board of County Commissioners of Shelby County, as evidenced by a Board Resolution approving the same.

Should **SELLER** not fulfill the terms and conditions of this Agreement as recited herein, then and in that event, **PURCHASER** may rescind this Contract by giving **SELLER** notice by registered mail and in such case the above referenced earnest money shall be returned to **PURCHASER**. Should **PURCHASER** not fulfill the terms and conditions of this Agreement as recited herein or fail to close this sale transaction within one hundred and eighty (180) calendar days of the date of this Contract, then and in either of such events, **SELLER** may rescind this Contract by giving **PURCHASER** notice by registered mail and in such case the above referenced earnest money shall be retained by **SELLER** as liquidated damages.

All covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, successors and assigns of the respective parties.

IN WITNESS WHEREOF, the parties hereto, being duly authorized so to do, have caused this instrument to be executed the day and year first above written.

**SELLER:**

**County of Shelby, a Political Subdivision of  
the State of Tennessee**

**BY:** \_\_\_\_\_  
A C Wharton, Jr., County Mayor

**Approved as to Form:**

\_\_\_\_\_  
Assistant County Attorney/  
Contract Administrator

**Other County Approvals:**

\_\_\_\_\_  
Manager of Real Estate Services

\_\_\_\_\_  
Administrator, Land Bank Department

**PURCHASER:**

**Mercantile Management Company, LLC**

**BY:** \_\_\_\_\_

**Print Name:**  
\_\_\_\_\_  
Tripp Thornton

**Title:**  
\_\_\_\_\_  
President